

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400009

PRINT DATE: 07/08/14

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1521921778  
GRAHAM SECURITY SERVICES  
7223 BALTIMORE ANNAPOLIS BLVD

GLEN BURNIE, MD 21061  
(410 ) 768-4103

### REFER QUESTIONS TO:

JAMIKA BOWEN  
(410 ) 767-8735  
JAMIKA.BOWEN@MARYLAND.GOV

**ITB:** 001IT819450

**EXPR DATE:** 08/31/17  
**POST DATE:** 07/08/14

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** 549,492.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

H00 15 33631 0823 \$153,129.05  
H00 16 33631 0823 \$183,164.00  
H00 17 33631 0823 \$183,164.00  
H00 18 33631 0823 \$30,034.95

SMALL BUSINESS RESERVE CERTIFICATION #: SB12-301

RETAIN SECTIONS A, B, AND C FOR FUTURE REFERENCE

MINORITY BUSINESS ENTERPRISE GOAL - 5%

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	99046	LT	454,752.0000

GUARD AND SECURITY SERVICES  
GUARD AND SECURITY SERVICES  
HOURLY BILLING RATE TO PROVIDE UNARMED UNIFORMED GUARD SERVICE AT  
ROCKVILLE DISTRICT COURT, 191 E. JEFFERSON ST, ROCKVILLE, MD 20850  
FOR A PERIOD OF THREE (3) YEARS BEGINNING AUGUST 31, 2014 AND ENDING  
AUGUST 30, 2017 IN ACCORDANCE WITH THE STATES TERMS, CONDITIONS, AND  
SPECIFICATIONS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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HOURLY GUARD BILLING RATE: \$15.79

0002	99046	EA	94,740.0000
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### GUARD AND SECURITY SERVICES

HOURLY BILLING RATE TO PROVIDE UNARMED UNIFORMED GUARD SUPERVISOR AT ROCKVILLE DISTRICT COURT, 191 E. JEFFERSON ST, ROCKVILLE, MD 20850 FOR A PERIOD OF THREE (3) YEARS BEGINNING AUGUST 31, 2014 AND ENDING AUGUST 30, 2017 IN ACCORDANCE WITH THE STATES TERMS, CONDITIONS, AND SPECIFICATIONS.

HOURLY GUARD SUPERVISOR RATE: \$15.79

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # 52-1921778

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

106-3350  
LICENSE NUMBER

7/31/2014  
DATE OF EXPIRATION

IF A CONTRACTOR SUBJECT TO THE LIVING WAGE LAW FAILS TO SUBMIT ALL RECORDS REQUIRED UNDER COMAR 21.11.10.05 TO THE COMMISSIONER OF LABOR AND INDUSTRY AT THE DEPARTMENT OF LABOR, LICENSING AND REGULATION, THE AGENCY MAY WITHHOLD PAYMENT OF ANY INVOICE OR RETAINAGE. THE AGENCY MAY REQUIRE CERTIFICATION FROM THE COMMISSIONER ON A QUARTERLY BASIS THAT SUCH RECORDS WERE PROPERLY SUBMITTED.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: Christine Viali

BUYER AUTHORIZED DESIGNEE

DATE: 7/8/14

**SECTION C – SPECIFICATIONS**  
**Department of General Services**  
**Rockville District Court**  
**Unarmed Uniformed Guard Service**  
**Solicitation # 001IT819450/MDDGS31013660**  
**5% Minority Business Enterprise Goal**  
**Small Business Reserve**

**1. BACKGROUND**

The Rockville District Court Building, located at 191 E. Jefferson Street, Rockville, Maryland, 20850. This Unarmed Uniformed Guard contract pertains only to the following which is managed under the authority of the Department of General Services, Facilities Operations, an agency of the State of Maryland.

**2. SCOPE OF WORK:**

The contractor shall develop and maintain a security management plan and furnish all labor, supplies and equipment necessary to provide the uniformed guard service to this facility in strict conformance with the methods and conditions herein specified. These services shall be provided in an orderly, continuous and consistent manner.

Guards shall provide full coverage within the limits of their authority. Guards shall be required to operate a metal detector and complete entrance, exit and janitorial logs. Guards shall assist in maintaining a safe environment inside and outside of the facility for the public and staff.

The contractor shall provide twenty-four (24) hour security guard service seven (7) days a week, three hundred sixty-five (365) days a year. The contractor is responsible for property inside the facility as well as the grounds surrounding the facility.

**3. TERM OF CONTRACT**

The term of this contract shall be for the three (3) year term beginning **August 31, 2014** through **August 30, 2017**.

**4. PRE BID CONFERENCE/SITE VISIT**

4.1 A Pre Bid Conference will be held on **April 4, 2014 beginning at 11 a.m., at the Rockville District Court Building, located at 191 E. Jefferson St., Rockville, Maryland, 20850. The meeting will be held in DGS Office – Room 137.** Attendance at the conference is not mandatory, but all interested bidders are encouraged to attend in order to gain the best possible understanding of the ITB and to facilitate the Bidder's overall understanding and better preparation of their bids.

4.2 At the scheduled pre bid conference/site visit, each bidder will be permitted to examine the building, familiarize themselves with the full nature and extent of the work and obtain answers to questions or clarifications of the contract.

4.3 It is the sole responsibility of the Contractor to familiarize themselves fully with the

building and the contents of these specifications. Failure to attend the pre bid conference/site visit does not relieve the successful bidder from their obligations to comply with all aspects of this bid package for the amount specified in their bid.

- 4.4 As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified in this solicitation to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in this solicitation. For additional pre bid conference/site visit information, contact the Maryland Department of General Services Procurement Officer, Jamika Bowen at 410-767-8735.
- 4.5 The last day to submit questions for this ITB will be **April 10, 2014 at Noon.**

## **5. GUARD SCHEDULES AND OPERATING HOURS**

- 5.1 The standard operating hours for the Rockville DC Building are Monday through Friday 8:00 a.m. to 5:00 p.m. Continuous Security guard service shall be provided twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays.
- 5.2 For purposes of this agreement, the work week shall commence with shifts beginning at 12:01 a.m. on Sunday and end the next following Saturday at 12:00 midnight.
- 5.3 The number of uniformed guards and schedule of service shall be approximately as follows:

Monday through Friday:

Shift 1:	7:00 a.m. - 3:00 p.m.	<b>On-site Supervisor</b> , eight (8) hours
Shift 2:	3:00 p.m. - 11:00 p.m.	One (1) guard, eight (8) hours
Shift 3:	11:00 p.m. - 7:00 a.m.	One (1) guard, eight (8) hours
Shift 4:	4:30 p.m. - 12:30 a.m.	One (1) guard, eight (8) hours

Saturdays, Sundays, and State Holidays:

Shift 5:	7:00 a.m. - 3:00 p.m.	One (1) guard, eight (8) hours
Shift 6:	3:00 p.m. - 11:00 p.m.	One (1) guard, eight (8) hours
Shift 7:	11:00p.m. - 7:00a.m.	One (1) guard, eight (8) hours
Shift 8:	6:00 p.m. - 2:00 a.m.	One (1) guard, eight (8) hours

- 5.4 The Contractor shall provide the 7:00 a.m. – 3:00 p.m. Monday through Friday shift; *shift I*, with an On-site Supervisor. The On-site Supervisor shall be responsible for the security plan and all guards assigned to the facility and be available twenty – four (24) hours a day seven (7) days a week to confer with the Multi-Service Center Regional Manager or his/her designee within one (1) hour of notification by the Facility.
- 5.5 All guards shall report for duty and begin their shift operation at the time specified and shall remain on duty until properly relieved. Nothing in the contract shall authorize the guard to leave their post until properly relieved. **PLEASE NOTE: THE STATE CANNOT PROVIDE ON-SITE PARKING FOR GUARDS. PARKING AT A PUBLIC GARAGE OR ON-STREET PARKING WILL NEED TO BE UTILIZED.**

- 5.6 It shall be understood by both parties that personnel performing guard duties must be mentally and physically alert at all times. No guard shall be assigned to perform guard duty under this contract that has worked in excess of sixteen (16) hours in a twenty-four (24) hour working day, except in the case of an emergency and only with the prior approval of the Multi-Service Center Regional Manager or his/her designee

## **6. STATE HOLIDAYS**

The building shall be serviced according to the weekend schedule for the following Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

and all other additional days authorized by the Governor, plus official general election holidays.

## **7. CONTRACTOR'S ORGANIZATION AND CHAIN OF COMMAND**

- 7.1 Five (5) working days following the award of this contract, the Contractor shall submit an organizational chart to the Multi-Service Center Regional Manager or his/her designee. The chart shall clearly identify each position in the Contractor's organization, beginning with the highest local position in his/her chain of command and list in descending order his/her subordinate positions that will, or may manage or supervise the Contractor's employees during the term of this contract.
- 7.2 For each position given, a telephone number where the Multi-Service Center Regional Manager or his/her designee may reach that person during normal working hours and at least one (1) telephone number where the Contractor or his/her representative can be reached on a seven (7) day a week, twenty four (24) hour a day basis.
- 7.3 The organizational chart shall be maintained current at all times during the full term of this contract, and should a change occur during this contract period, the Contractor shall notify the State in writing, specifying any changes.
- 7.4 The Contractor shall submit a list of Contractors management employees who may visit the facility, prior to the start of the contract. Subsequently, that list shall be revised within five (5) days of any changes in the Contractors management employees who have responsibility for this contract.

## **8. INFORMATION/SERVICES SUPPLIED BY THE AGENCY**

Prior to the start of the contract, the Agency shall provide the Contractor with the following information:

- 8.1 An overview of work performed by the agency at the facility;
- 8.2 The floor plans of the facility showing: Emergency exits, locations and type of each alarm, utility systems controls and specific instructions pertaining to security control



systems;

- 8.3 A list of persons and phone numbers of contact in the event of an emergency;
- 8.4 One (1) security station/metal detector equipped with a telephone;
- 8.5 Guard log books.
- 8.6 Provide written instructions specifying the days and hours of the week uniformed guard service is to be provided, tours of duty required, duties to be performed by each guard and location of guard posts; this information will be prepared by the Multi-Service Center Regional Manager or his/her designee and furnished to the successful bidder after the award of the contract. The Multi-Service Center Regional Manager or his/her designee may make changes in any of these instructions at any time. Except where time and circumstances dictate; forty-eight (48) hour notice of these changes will be furnished to the Contractor.
- 8.7 That all persons performing work under this contract shall, at all times be recognized as Contract Guard Service employees under the control of the contractor. However, the contractor, his/her agents and employees shall, in the performance of services, comply with written or verbal instructions received from the Multi-Service Center Superintendent, Regional Manager/or Maintenance Supervisor/designee.
- 8.8 Not to solicit the contractor's employees for hire. However, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Personnel which provides equal job consideration and certification to all job applicants.

**9. SECURITY MANAGEMENT PLAN:**

The contractor shall develop a security plan for the facility to implement the written instructions provided to the contractor by the Regional Manager/Designee as follows, which shall comply with established security procedures and practices and shall conform with all legal restrictions. This plan will address the total security needs of the facility including, but not limited to the following:

- 9.1 Recommended post assignments,
- 9.2 Recommended post instructions for all posts and all shifts.
- 9.3 Recommended courses of action to deter pilferage, theft, or vandalism.
- 9.4 Recommended procedures for emergency notifications.
- 9.5 This plan shall be submitted to the Regional Manager for review no later than thirty (30) days prior to start of contract.

**10. STANDARDS AND QUALIFICATIONS OF GUARDS**

In order to be considered, the bidder must have experience in the provision of office and commercial security unarmed guard service and must demonstrate sufficient staff availability and organizational abilities to provide consistent and continuous services as required in this

specification.

- 10.1 The Contractor shall ensure that each security guard assigned to this State facility shall meet the following minimum qualifications.
  - 10.1.1 Each guard shall be a US citizen or registered resident alien and shall be a minimum of twenty-one (21) years of age.
  - 10.1.2 Each guard shall possess a High School diploma or equivalency certificate.
  - 10.1.3 Each guard shall have the ability to speak, read, and write English in a clear and concise manner and have the ability to apply and understand printed rules, directions, detailed orders, training materials and must be able to fill-out any paper work as required by the Regional Manager or his/her designee.
  - 10.1.4 Each guard shall have no record of criminal convictions or be on criminal probation. All guards must pass the back ground check by District Court.
  - 10.1.5 Each guard shall be in good general health without obvious physical impairments or abnormalities that may interfere in the performance of his/her duties.
  - 10.1.6 Each guard shall be able to stand and/or walk for an entire shift, run, climb stairs or ladders, be capable of self defense and be able to lift/carry objects weighing up to fifty (50) pounds.
  - 10.1.7 Each guard shall be able to maintain poise, self control and have the ability to meet and deal positively and courteously with the general public.
  - 10.1.8 Each assigned guard shall complete training consistent with that outlined under Section 11, TRAINING, of this specification.
- 10.2 The Agency may require that the Contractor immediately remove any guard from the worksite who does not meet the qualifications of the contract or who is found to be unfit for security duty.
- 10.3 The Contractor shall submit a list of Contractors management employees who may visit the facility, prior to the start of the contract. Subsequently, that list shall be revised when necessary.
- 10.4 The Contractor must provide copies of the following to the Multi-Service Center Regional Manager or his/her designee at the time of the guard assignment and to the Procurement Officer/Representative when requested:
  - 10.4.1 A copy of the guard license for the State of Maryland; per the Maryland Annotated Code, Business Occupations and Professions Article, Title 19, Subtitle 19-301.

Each guard provided under this contract shall be either: (1) certified as a security guard by the Secretary of the State Police; or (2) meet one of the exceptions to security guard certification under Maryland law.

Two (2) exceptions:

- a.) A licensed security guard Agency may provide an uncertified individual if the security guard agency has submitted the application, fingerprint cards and records fee for the individuals certifications and the Secretary of the State Police has not disapproved the application.
- b.) If the security guard is currently certified by the Maryland Police and Correctional Training Commission as a police officer, the security guard is not required to also be certified as a security guard.

- 10.4.2 A copy of the Contractors Maryland License;
- 10.4.3 The type of background investigation conducted prior to hiring of guard (s), to include a listing of all records and areas of investigation;
- 10.4.4 Fingerprint reports from State and Federal Authorities;
- 10.4.5 Completed guard employment application and clearance authorization card;
- 10.4.6 Signed waivers and/or releases are necessary for the Contractor to legally provide this information and are the responsibility of the Contractor;
- 10.4.7 In addition, the candidate(s) for employment at this site (District Court) will have a background check conducted by the District Court of Maryland;

NOTE: Any assigned guards must be approved through the District Court Background Check before placement. The Maryland State Police background investigation may be submitted later.

**Failure to provide any of the above information or documentation may result in your bid being determined non-responsive.**

## **11. TRAINING**

- 11.1 The Multi-Service Center Regional Manager or his/her designee shall provide the initial orientation to the Contractor. The orientation shall include:
  - 11.1.1 Tour of the facility;
  - 11.1.2 Fire and Safety equipment;
  - 11.1.3 Fire alarm system;
  - 11.1.4 Metal detector/surveillance equipment
  - 11.1.5 Maintenance equipment;
  - 11.1.6 Emergency procedure and risk management plan;
  - 11.1.7 Use of incident report, log book, visitor passes and all contractors logs;



- 11.1.8 Current post assignment;
- 11.1.9 Review of organization and mission of facility.
- 11.1.10 Response procedures to emergencies, fire alarms, injured or sick individuals, bomb threats and/or other disasters;
- 11.1.11 The general type of work at the facility;
- 11.1.12 A listing of contact persons and telephone numbers in the event of an emergency;
- 11.1.13 Rules and regulations governing public buildings and grounds.
- 11.1.14 Adequate training for security guards must be assured. The Contractor is solely responsible for the following training, of all guards under this contract.

## 11.2 TRAINING CURRICULUM

The Contractor is to develop and present a training course, in which the Contractor is to give each guard prior to work assignment at the facility. Training shall cover the following topics:

- 11.2.1. Appearance and personal conduct on duty;
- 11.2.2. Authority limits, incident handling/reporting and safety procedures;
- 11.2.3. Metal detector use/surveillance equipment use.
- 11.2.4. Procedures for responding to emergency alarms, fire alarms, bomb and incendiary device threats and their discovery, fire and rescue for sick and/or injured persons, police contact, course of action in response to security control system;
- 11.2.5. The floor plans of the facility which show emergency exits, the location and types of each fire alarm, locations of utility cutoff valves and switches, utility system controls and specific instructions pertaining to the security control system;
- 11.2.6. Access control post assignments and rounds;
- 11.2.7. Communication – Telephone/radio techniques;
- 11.2.8. Fire and safety equipment;
- 11.2.9. Found property procedures;
- 11.2.10. Log reports, incident form preparation and sign in and out procedures;
- 11.2.11. Policy protocol and procedure;
- 11.2.12. The list of persons and phone numbers to contact in the event of an emergency; rules and regulations governing public buildings and grounds.

- 11.3 The Contractor shall present a minimum of sixteen (16) hours of onsite training in addition to the eight (8) hours required by the Contractor. Eight (8) hours of the onsite training must be conducted by the Supervisor.
- 11.4 The Contractor shall present a minimum of eight (8) hours of training for the above subjects to each guard at the Contractor's expense; including any replacement guard(s) assigned to this facility. Guards shall be certified for all above training.
  - 11.4.1 All certifications shall be sent to the Multi-Service Center Regional Manager or his/her designee.
  - 11.4.2 The Contractor shall be responsible for arranging and providing all necessary and required job related training and training facilities on an ongoing and consistent basis, for the term of the contract at the Contractor's expense.
- 11.5 The training curriculum shall be submitted to the Multi-Service Center Regional Manager or his/her designee fifteen (15) days prior to the start date and time of the training and shall be approved by the Multi-Service Center Regional Manager. The Multi-Service Center Regional Manager or his/her designee is authorized to inspect, monitor and evaluate the conduct of all training procedures.
- 11.6 Guards assigned to the facility under this contract shall have completed the training requirements ten (10) days prior to the start date of the contract.
- 11.7 At least seven (7) days prior to the start of the contract, the Contractor shall submit written evidence that verifies each guard to be assigned to this facility has been trained as specified under this section. Guards, who have not received the training called for in this section, shall not be assigned to this facility
- 11.8 All replacement guards shall meet the same training requirements. The Contractor shall be solely responsible for the training of all new replacement guards.

## **12. GUARD DUTIES**

- 12.1 Guard the premises against fire, theft, pilferage, malicious injury, damage, destruction and unlawful entry in accordance with the facility's security plan.
- 12.2 Make building rounds to check for fire, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, and other specific items as specified by the facility's security plan or as instructed by the Multi-Service Center Regional Manager or his/her designee.
- 12.3 Each guard shall maintain an after hours log, **permitting only authorized persons to enter after regular building hours.**
- 12.4 All guards must adhere to the proper notification procedures in the event of any unusual situation and complete an incident report for all incidents occurring during their shift.
- 12.5 Inspect bags, packages, boxes and parcels after hours to prevent theft and pilferage.
- 12.6 Provide assistance to individuals looking for agencies or services.

- 12.7 Raise and lower the United States and Maryland flags.
- 12.8 Observe activities of individuals in the building to insure that building rules and policies are observed by requesting compliance. Should an individual ignore the request for compliance, the guard is to immediately notify the Multi-Service Center Regional Manager or his/her designee.
- 12.9 Participate in scheduled fire drills and scheduled disaster control drills.
- 12.10 Patrol the parking areas, to prevent pilferage, vandalism to vehicles and other unlawful activities.
- 12.11 Control parking in permit and restricted areas.
- 12.12 Make hourly calls to the Department of General Services, Facilities Management, Security Office.
- 12.13 Obtain complete information and complete a Department of General Services Incident Report on all incidents which occur during his tour of duty. Incident Reports are to be completed as outlined in Security Handbook. (Theft, injuries, etc...).
- 12.14 In case of emergencies, call 911 and then notify the Multi-Service Center Regional Manager or his/her designee, notify the local fire department in case of fire, the local police department in case of theft, vandalism or unauthorized entry, and Facilities Management personnel in every instance of the above or other unusual situation.
- 12.15 Direct construction, service and maintenance contract personnel to report to and sign in at the Regional Manager's office immediately upon entering and leaving the facility and notify the Regional Manager or his/her designee.
- 12.16 Allow only authorized personnel access in such areas as mechanical rooms, electrical rooms, telephone room, compactor room, grounds keeper room, etc.
- 12.17 Initiate report-to-work calls to Facilities Management maintenance staff during snow removal operations.
- 12.18 Follow emergency telephone procedures in the event of a systems wide failure.
- 12.19 Inform employees and visitors of the State of Maryland's "NO SMOKING" policy as necessary.
- 12.20 Guards shall be required to operate metal detector/surveillance equipment as deemed necessary by the Regional Manager or their designee.
- 12.21 Report in writing any unusual occurrences which happen during the course of his/her tour of duty.
- 12.22 Make sure building lighting is off when building is closed.

### **13. RULES, REGULATIONS AND PROCEDURES**

- 13.1 Rules, regulations and procedures that are to be followed by the Contractors employees (guards) are specified hereafter:
  - 13.1.1 Guards shall not at any time while on duty leave the facility unattended. The Multi-Service Center Regional Manager or his/her designee shall be notified if urgent circumstances require a guard to leave the duty post before a replacement has arrived.
  - 13.1.2 Guards shall not permit visitors to sit at the guard's desk, congregate at guard's desk or security office and are to have no personal visits during the guards shift.
  - 13.1.3 Guards shall not engage in casual conversation or fraternize with visitors, staff or other guards while on duty at the facility.
  - 13.1.4 Guards shall not participate in activities, which interfere with the normal and efficient operation of the facility nor conduct personal business while on duty.
  - 13.1.5 Guards shall not bring pets or children to work or baby-sit while on duty.
  - 13.1.6 Guards shall not solicit on State property and shall inform visitors that soliciting on State property is prohibited.
  - 13.1.7 Guards shall not make any detention of individuals without the express approval of the Regional Manager or his/her designee, or use force except to defend themselves or others when in immediate danger.
  - 13.1.8 Guards shall not make any verbal or written statement about the facility or any incident or circumstance.
  - 13.1.9 Guards shall not engage in any unauthorized investigation or detective work.
  - 13.1.10 Guards shall not surrender building keys to any unauthorized individual(s) without the express approval of the Regional Manager or his/her designee.
  - 13.1.11 Guards shall not remove keys, log book, supplies, furniture, equipment nor any other State property from the facility.
  - 13.1.12 Guards shall not engage in the unauthorized use of the phone; personal calls will be charged to the Contractor as deductions to the monthly invoice, internet, photocopy machine, desk, office equipment or other State property unless under extreme emergency situations consistent with the Agency's policies.
  - 13.1.13 Guards shall not eat or drink while on duty, except during breaks; such exceptions will be confined to the guard station.
  - 13.1.14 Guards shall not smoke, chew tobacco, drink alcoholic beverages or take illegal or illicit drugs while on duty.
  - 13.1.15 Guards shall not sleep while on duty.
  - 13.1.16 Guards shall not carry any weapons such as knives, mace, firearms, etc...

- 13.1.17 Guards shall not neglect or fail to carry out assigned tasks.
- 13.1.18 Guards shall not fail to render assistance.
- 13.1.19 Guards shall not fail to cooperate in upholding the integrity of the security program at the facility.
- 13.1.20 Guards shall not allow State employees or visitors to park in unauthorized areas.
- 13.1.21 Guards shall not steal, vandalize or be involved in any other criminal activity.
- 13.1.22 Guards shall not confiscate any monies, ID's or any other valuables.
- 13.1.23 Guards shall not destroy State property including official documents or records, or conceal material facts by willful omission from official documents or records.
- 13.1.24 Guards shall not be verbally disrespectful at any time to staff and/or visitors to the facility. Effective customer service is essential.
- 13.1.25 Guards shall not violate security procedures or regulations, falsify reports, both verbal and written and shall not make verbal or written statements regarding, incidents, situations or circumstances, or violate confidential matters at the facility without express approval of the Regional Manager or his/her designee.
- 13.2 The Contractor must maintain updated accurate records on employees assigned at the facility. Records must be available upon the Agency's request.
- 13.3 The shift schedule is based on an eight (8) person work force using permanently assigned personnel, with each guard investing no more than eight (8) hours on each shift during a normal operating day. No guard shall be assigned duties at this facility that has not had a continuous ten (10) hour break from any duties prior to the start of his/her tour of duty under this contract. (See Section 5.3 – 5.7, GUARD SCHEDULES AND OPERATING HOURS). **The Multi-Service Center Regional Manager or his/her designee shall receive a shift schedule from the Contractor or On-site Supervisor on a weekly basis.**

#### **14. GUARD LOGS**

- 14.1 All guards shall sign in and out in the guard's log which shall be furnished by the Regional Manager or his/her designee. At the beginning of each shift, the guard shall prepare the log by filling in the required information in the spaces provided.
- 14.2 All entries in the guard's log shall be printed legibly. Any falsification of information written in the guard's log is grounds for denying payment to the contractor for all shifts containing false entries.
- 14.3 At the conclusion of each shift, the guard will bring the guard log to the Regional Manager's office. The guard will make a report of all incidents occurring on that shift.

#### **15. GUARD UNIFORMS AND APPEARANCE**

A standardized dress code for guards is defined below. All guards shall arrive ready for duty

completely uniformed. The uniform shall include:

- 15.1 Uniform shirt;
- 15.2 Coordinated uniform trousers;
- 15.3 Uniform tie and belt;
- 15.4 Uniform shoes;
- 15.5 Uniform hat;
- 15.6 Uniform winter coat or rain gear as the season and weather dictates;
- 15.7 Name tags. Name tags similar to those used by the military or police departments shall be visibly displayed on uniform shirts at all times;
- 15.8 Security Badge: Contractor's identification badge shall be visibly displayed on uniform shirts at all times;
- 15.9 All uniforms and equipment must comply with OSHA, MOSHA and other Local, State and Federal authorities;
- 15.10 All guards assigned to the facility shall wear the same type and style of uniform;
- 15.11 Hats must be worn at all times, both inside and outside the facility;
- 15.12 Guards shall have an acceptable hairstyle, similar to military and/or police standards;
- 15.13 Beards and mustaches will be permitted but they must be neatly trimmed to no more than one (1) inch;
- 15.14 All guard uniforms must fit properly, be in good repair and cleaned and pressed where appropriate;
- 15.15 Guards shoes must be in good repair and be polished;
- 15.16 Only stud-type earrings will be allowed to be worn by female guards. Large and/or dangle earrings are not allowed.

#### **16. GUARD UNIFORM EXPENSE**

Maryland Annotated Code, Labor and Employment Article, Section 3-503, provide that employers pay for the cost, maintenance and upkeep of uniforms and cannot pass these costs onto employees. This provision applies to uniform bearing the logo, patch or any other special identifying features or is unique to the company.

#### **17. GUARD EQUIPMENT**

Equipment as specified below is to be issued and paid for by the contractor, for all guards while on duty:



- 17.1 Flashlight and all replacement batteries;
- 17.2 Other equipment as may be agreed upon as part of the terms of this contract by the Contractor and the Agency.

**18. ARRESTS AND COMPLAINTS**

Guards shall make no arrest or detention without the express consent or written instruction of the Multi-Service Center Regional Manager or his/her designee. Guards shall not sign a complaint on behalf of any State agency. Any request by Local, State or Federal government authorities to sign a complaint, must be referred to the Multi-Service Center Regional Manager.

**19. LINES OF RESPONSIBILITY**

It has been determined that in the best interest of the State, the State cannot be served by having one company furnishing both janitorial and uniformed guard services at the same Multi-Service Center. In order to establish clear lines of responsibility, it is required that the aforementioned services be provided by separate Contractors. Therefore, the State reserves the right to make a determination that a bidder under this uniformed guard service solicitation is not responsible in the event the bidder (or its affiliate or subsidiary) is or will be providing janitorial services at any of the facilities covered by this solicitation during the terms of the contract to be entered into as a result of this solicitation.

**20. THE STATE AGREES**

- 20.1 That all persons performing work under this contract shall, at all times be recognized as Contract Guard Service employees under the control of the Contractor. However, the Contractor, his/her agents and employees shall, in the performance of services, comply with written or verbal instructions received from the Building Manager/Designee.
- 20.2 Not to solicit the Contractor's employees for hire. However, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Personnel which provides equal job consideration and certification to all job applicants.

**21. STATE'S RIGHTS**

- 21.1 Nothing in these conditions shall be deemed to limit the State's right or remedies in the event the State's actual damage exceeds the amount withheld from billing. The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences.
- 21.2 Penalty for failure to provide guards: If the Multi-Services Center Regional Manager or his/her designee find it necessary to assign State personnel to provide security for any amount of time for which the Contractor was responsible under this contract, the Agency reserves the right to refuse payment for the period of time the Contractor failed to provide services, and the Contractor will be liable for any wages to be deducted at the salary of the employee performing the work.

**22. STATE'S RIGHT TO REJECT OR REMOVE GUARDS**

- 22.1 The Contractor agrees that upon request of the Multi-Services Center Regional Manager or his/her designee, the Contractor will immediately remove any of their employees who, in the opinion of the Multi-Services Center Regional Manager or his/her designee, are undesirable to perform guard service under this contract.
- 22.2 Automatic rejection: The Contractor is advised that it takes approximately seven (7) to (10) ten working days to clear an applicant for this position. Any applicant who has not been cleared through a background check before assignment here will be automatically rejected from service at this center, and the contractor held 100% accountable for this employees behavior while on duty at this facility.

## **23. REPLACEMENT OF GUARDS**

- 23.1 The successful bidder must be able to furnish qualified replacements and/or extra guards within one (1) hour of notification of the need for replacement or extra guards. Qualified replacements and/or extra guards shall be thoroughly familiar with the duties and responsibilities of guards at this center, or must be instructed by the Contractor's supervisor to insure that the guard is thoroughly familiar with all duties and responsibilities of that assignment. The Contractor shall provide a trained guard who must remain at the center to supervise the new guard's activities for no less than one (1) hour after the end of such training to insure the new guard is able to fully perform the full range of duties in a professional manner.
- 23.2 The Contractor shall be responsible to have a pool of at least two (2) additional employees that have been cleared through a background investigation conducted by the District Court of Maryland for the sole purpose of any emergencies that may occur, and/or replacement of guard personnel.

## **24. GUARD ASSIGNMENT**

- 24.1 The Contractor shall provide the number of uniformed guards requested by the Regional Manager or his/her designee.
- 24.2 Individual guards must be assigned on a permanent basis to the same shift each day and may not be transferred to any other location or changed without the consent of the Regional Manager or his/her designee.

## **25. GUARD WAGES**

### **25.1 HOLIDAY PAY:**

All guards shall be paid his/her standard hourly rate for all holidays listed in Section 6, STATE HOLIDAYS.

- 25.2 The Contractor will be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the Department.

## **26. SELECTION OF GUARD PERSONNEL**

The Regional Manager or his/her designee shall interview each individual guard performing a service at this center prior to their assignment. The above authority may refuse assignment to any

individual who in his/her opinion does not meet the standards of the Department of General Services, or the experience or qualification desired by the State. The individual being interviewed by the on-site authority shall be accompanied by a representative of the Contractor who shall have prepared in advance of the interview:

- 26.1 A signed "authorization to access of records".
- 26.2 The guards completed application.
- 26.3 A copy of certification of the education requirements.
- 26.4 Reference check of past employers.
- 26.5 The applicant must pass the background check and meet the standards of the Department of General Services.

## **27. CONTRACTORS INSURANCE**

The Contractor must furnish and keep in effect during the term of the contract the following:

- 27.1 General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees.
- 27.2 Such Workmen's Compensation Insurance as is required by the laws of the State of Maryland unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. The certificates shall be held by the procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.
- 27.3 The State of Maryland shall be named as Additional Insured.

### **27.4 FIDELITY BOND**

Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in the State of Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which the Contractor's employees have access, or loss which the State or others may sustain as a result of any fraudulent or dishonest act of contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit of at least \$2,500.00 per occurrence, per employee. The Contractor must deliver said bond or bonds to the State not later than the time of award of contract.

## **28. PAYMENT TO THE CONTRACTOR**

- 28.1 At the end of each month, the Contractor shall render to the Regional Manager's Office the invoice, in triplicate, for the service provided over the preceding month. Invoices shall indicate the number of monthly non-overtime work hours for guards and the number of monthly non-overtime work hours for on site supervisor. If the State requests overtime work, then the invoice shall indicate the overtime hours. The contractor's Federal Tax Identification Number or Social Security Number must appear on the front of the invoice. All invoices shall be addressed as follows:
- |             |   |
|-------------|---|
| Deliver To: | Department of General Services<br>Rockville District Court Building<br>191 E. Jefferson Street<br>Rockville, Maryland 20850 |
| Payable to: | Department of General Services<br>Fiscal Services- Rm. 1309<br>301 W. Preston Street<br>Baltimore, Maryland 21201           |
- 28.2 The Agency shall not be responsible for any invoice submitted prior to the last day each month as called for in 28.1 above, or after the 15<sup>th</sup> of the following month for which the service was rendered.
- 28.3 Payment will be made based on actual hours worked at the contractual hourly rate.
- 28.4 Additions and deletions to the bid amount for changes to the scope of work shall be made in accordance with the hourly rate(s) submitted with the bid.
- 28.5 Upon the occurrence of any of the acts or omissions listed below, or elsewhere in the specifications, there shall be an adjustment of the contract guard service charges to fairly reflect the reduced value of its services.
- 28.5.1 Failure to properly train guards in advance of assignment to duties.
  - 28.5.2 Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty;
  - 28.5.3 Falsification of any entries in the guard log by the contractor's personnel;
  - 28.5.4 Improper or incomplete dress of guard;
  - 28.5.5 Failure of conducting a proper background investigation of all guards assigned to the center, including educational requirement;
  - 28.5.6 The State having to utilize state personnel to provide security when the contractor fails to do so under the provisions of this contract;
  - 28.5.7 The contractor fails to adequately train extra or replacement guards as specified by the specifications.
  - 28.5.8 Guard asleep on post.
- 28.6 The following as well as any other requirements of these specifications shall be considered

as breaches of contract and shall be cause to consider the Contractor in default subject to termination.

- 28.6.1 For any guard(s) working at the facility that has not been properly trained in advance of assignment, their time shall be deducted from the total number of hours worked.
- 28.6.2 Failure to maintain complete records of all hours of each guard assigned to the facility engaged in working for which payment is computed on the basis of actual hours worked;
- 28.6.3 Failure to maintain complete records, reports and logs of events occurring on each assigned post for each shift.

## 29. LIVING WAGE

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see **Attachment Q**). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$13.19** per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value is performed in the Tier 2 Area, a Bidder shall pay each covered employee at least **\$9.91** per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

**The contract resulting from this solicitation has been deemed to be a Tier 1 contract.**

**\*\*\*See the LIVING WAGE attachments to this solicitation\*\*\***

**\*\*\*Read the LIVING WAGE attachments thoroughly and retain for future reference\*\*\***

The Contractor shall be responsible for **any** wage/rate increases for the term of the contract and any such increases shall not be passed on to the State for the term of the contract.

## 30. HIRING AGREEMENT

By submitting a bid or proposal in response to this solicitation, the bidder/offeree agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement is to be executed by the Bidder/Offeree and delivered to the Procurement Officer within ten days following receipt of Notice by the Bidder/Offeree that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract. The Hiring Agreement provides that the contractor and DHR will work cooperatively to promote hiring by the contractor of qualified entry level Maryland Temporary

Cash Assistance customers to fill entry level job openings resulting from this procurement, in accordance with 13-224, State Finance and Procurement Article.

**31. QUALIFICATIONS AND REFERENCES**

Prior to submitting a bid for the work described by this solicitation, the bidder shall have at least three (3) years of successful experience providing services of comparable type, scope complexity and magnitude of services described in the solicitation. Specifically; the bidder must have experience in providing twenty-four hour/seven day per week /three hundred sixty-five day a year (24/7/365) services. The experience of company officials gained prior to the formation of the company, corporation or other business entity may be considered in the evaluation of the bidders qualifications.

The bidder is required to attach references online with the bid response. At least three (3) and no more than five (5) references of companies or organizations for which the bidder provided comparable scope, type, size, magnitude and complexity to those specified in these specifications. References must be for services provided within the past three (3) consecutive years. Each reference must include the following:

- 31.1 Name, Address, phone number and contact person.
- 31.2 Name and location of reference.
- 31.3 Term of contract.
- 31.4. Size and type of facility.
- 31.5 Type and complexity of services provided.
- 31.6 Amount of security personnel.
- 31.7. Coverage provided and number of shifts (24/7/365).
- 31.8. Letters of testament are optional.

**32. MINORITY BUSINESS ENTERPRISE**

The Maryland State Department of General Services adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise vendors are encouraged to respond to this solicitation as the prime contractor and Minority Business Enterprise vendors shall be represented. An MBE subcontract participation goal of 5 % of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

**NOTE: The Prime Contractor cannot also be the Sub-Contractor!**

**33. MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (attachment A):**

- 33.1 MBE form, **MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (attachment A)** - is a required document and must be completed and signed and submitted with your online bid response. Please attach this document with your online bid response before the bid is opened by the due date. This form is attached to this solicitation. Use the Attached MBE form only.
- 33.2 **If the bidder/Offerer fails to submit this form completed and signed, with the bid (online), as required, the Procurement Officer shall deem the bid non-responsive and**



shall determine that the offer is not reasonably susceptible of being selected for award in accordance with COMAR 21.11.03.09(5).

34. **MBE Forms: Out Reach Effort Compliance Statement - Attachment B and Sub-Contractor Project Participation Certification – Attachment C:**

**MBE Forms: Out Reach Effort s Compliance Statement - Attachment B and Sub-Contractor Project Participation Certification – Attachment C** must be submitted within ten (10) business days of notification of intent to award. These documents shall be requested by the Business Enterprise Office (BEO) or Procurement Officer. The MBE forms are attached to this solicitation for your use. Use the Attached MBE forms only.

35. **SMALL BUSINESS RESERVE**

This is a Small Business Reserve (SBR) Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract. Please be sure that you submit the Small Business Reserve Affidavit.

36. **BID/PROPOSAL AFFIDAVIT**

The bid/proposal affidavit is required to be submitted with the bid electronically, mailed or hand carried to the attention of the Procurement Officer, Jamika Bowen, 301 W. Preston St., Rm. M-4, Baltimore, MD 21201, prior to the bid opening. Failure to submit the bid/proposal affidavit with your bid or prior to the bid opening may deem your bid not responsible.

37. **TO BE SUBMITTED WITH THE BID**

The following documents are to be submitted online with the bid response for the bid opening:

- 37.1. References and qualifications (see Section 31);
- 37.2. \*Bid/Proposal Affidavit (Section 36 - online attachment);
- 37.3. Contract Affidavit (online attachment);
- 37.4. A bid confirmation and a breakdown of your bid to include: Guard wage rate; expenses, materials and supplies, taxes, overhead, profit, etc...;
- 37.5. \*\*MBE forms DGS-Attachment A (online attachments, **required**), See Section 33;
- 37.6. Living Wage Affidavit (Section 29 – online attachment)
- 37.7. A copy of the Contractors Guard and/or Business License.
- 37.8. Small Business Reserve Affidavit (Section 35 – online attachment)
- 37.9. Hiring Agreement (Section 30 – online attachment)

\* **Bidders shall submit the attached Bid Proposal Affidavit electronically with the bid or before the bid opening. In accordance with COMAR 21.05.08.07, failure to complete and submit the Bid Proposal Affidavit shall deem your bid not responsible.**

\*\* **If the Bidder fails to submit all required documents with the bid, the Procurement Officer may deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

38. **HOURLY RATES:**

- 38.1 Line 001 The hourly rate submitted for unarmed guards for the estimated **28,800** hours for non-overtime work regardless of the day of the week or hour of the day the work is to be performed.
- 38.2 Line 002 The hourly rate submitted for guard Supervisor for the estimated **6,000** hours for non-overtime work regardless of the day of the week or hour of the day the work is to be performed.
- 38.3 This same rate shall be used when required by the State to work special hours providing additional security under the contract. The State shall not be responsible to pay overtime rates made necessary due to the Contractors failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved in advance by the Multi-Service Regional Manager.
- 38.4 It shall be the Contractors responsibility to pay any shift differential for a substitute guard if a situation develops where a higher paid guard stands watch for a lower paid guard. The hourly billing rates shall be used to calculate, add items or reductions to the scope of work defined by these specifications. Any changes to the scope of work shall be approved by a change order issued by the Procurement Representative/Officer. Each hourly billing rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the Contractor's overhead and profit.
- 38.5 These rates will be used in computing additions, or deductions from the Contractors monthly payment for changes to the specified duties and services, for extra work required by the State or for penalties imposed upon the Contractor as indicated elsewhere in the specifications. Each hourly rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the contractors overhead and profit.

**NOTE: The hours and schedule listed will be used for evaluation purposes only. Award will be the actual hours and schedule based on fund availability.**

### 39. BASIS OF AWARD

The Contract shall be awarded to the responsible and responsive bidder whose Bid meets the requirements and evaluation criteria set forth in the solicitation and provides the lowest base bid. The State reserves the right to make adjustments to the estimated hours and schedule prior to award, based on fund availability.

### 40. EVALUATED BASE BID:

The Evaluated Base Bid shall be the total of eMM Lines 001 through 002, for the three (3) year price for providing unarmed uniformed guard services as described in these detailed specifications and calculated as follows:

$$\begin{array}{rclcl}
 \$ \underline{\hspace{2cm}} & \times & 28,800 & = & \$ \underline{\hspace{2cm}} \\
 \text{Hourly Billing} & & \text{Estimated Hours} & & \text{eMM Line 001} \\
 \text{Rate for Guard} & & \text{for three (3) years} & & 
 \end{array}$$

$$\begin{array}{rclcl}
 \$ \underline{\hspace{2cm}} & \times & 6,000 & = & \$ \underline{\hspace{2cm}} \\
 \text{Hourly Billing} & & \text{Estimated Hours} & & \text{eMM Line 002} \\
 \text{Rate for On-site Supervisor} & & \text{for three (3) years} & & 
 \end{array}$$

**Evaluated Base Bid = Total Line 001 + Total Line 002**

**NOTE: If the bidder fails to bid on all lines in eMaryland Marketplace, the Procurement Officer shall deem the bid non-responsive. The estimated hours listed are for evaluation purposes only and may be revised based on fund availability.**